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10 Attorneys for Defendants
11 SCHNEIDER NATIONAL CARRIERS, INC.,
12 SCHNEIDER NATIONAL BULK CARRIERS, INC.,
13 and SCHNEIDER NATIONAL LEASING, INC.
14

15 JACK ALLAN WINN, SR., as Successor in
16 interest to JACK ALLAN WINN, JR.

17 Plaintiff,

18 vs.

19 SCHNEIDER NATIONAL LEASING; FINN
20 ALEXANDER GJERDRUM, and DOES 1 TO
21 50,

22 Defendants.

23 Case No.: 2:24-cv-00789-AC

24 **STIPULATION AND PROPOSED ORDER**
25 **TO DISMISS SCHNEIDER NATIONAL**
26 **LEASING, INC., SCHNEIDER NATIONAL**
BULK CARRIERS, INC., AND FINN
ALEXANDER GJERDRUM

27 THIS STIPULATION IS MADE by and between Plaintiff JACK ALLAN WINN, SR.
28 (“Plaintiff”) and Defendants SCHNEIDER NATIONAL CARRIERS, INC., SCHNEIDER
NATIONAL BULK CARRIERS, INC., and SCHNEIDER NATIONAL LEASING, INC., collectively
referred to as the “Respective Parties”, through their respective counsel of record, to efficiently resolve
a procedural dispute between the Respective Parties, as follows:

29 1. Plaintiff filed his Complaint on September 11, 2023, in the San Joaquin County Superior
30 Court, against Defendants SCHNEIDER NATIONAL LEASING, INC. and FINN ALEXANDER

1 GJERDRUM, and DOES 1 to 50, for personal injuries he sustained in a motor vehicle accident that
2 occurred on December 31, 2021.

3 2. On December 13, 2024, Plaintiff filed an Amendment to Complaint, in the San Joaquin
4 County Superior Court, naming SCHNEIDER NATIONAL BULK CARRIERS, INC. as Defendant
5 Doe 1. Plaintiff served his complaint on Defendant SCHNEIDER NATIONAL BULK CARRIERS,
6 INC. on February 14, 2024.

7 3. On December 13, 2024, Plaintiff filed an Amendment to Complaint, in the San Joaquin
8 County Superior Court, naming SCHNEIDER NATIONAL CARRIERS, INC. as Defendant Doe 2.
9 Plaintiff served his complaint on Defendant SCHNEIDER NATIONAL CARRIERS, INC. on February
10 14, 2024.

11 4. On March 15, 2024, Defendants timely removed the instant litigation to this Court on
12 the basis of total diversity between the Plaintiff and all Defendants, pursuant to 28 U.S.C. §§ 1331,
13 1332, 1367, 1441(b), 1441(c), and 1446.

14 5. At the time of the incident that is the subject of the Complaint, Defendant FINN
15 ALEXANDER GJERDRUM was acting in the course and scope of his employment for Defendant
16 SCHNEIDER NATIONAL CARRIERS, INC. Defendant SCHNEIDER NATIONAL CARRIERS,
17 INC. admits that it is a proper party in this action.

18 6. At the time of the incident that is the subject of the Complaint, the tractor-trailer being
19 operated by Defendant FINN ALEXANDER GJERDRUM was leased to, and being operated by,
20 Defendant SCHNEIDER NATIONAL CARRIERS, INC. Defendant SCHNEIDER NATIONAL
21 CARRIERS, INC. admits that it is a proper party in this action.

22 7. At the time of the incident that is the subject of the Complaint, Defendant
23 SCHNEIDER NATIONAL LEASING, INC. was not the employer of Defendant FINN
24 ALEXANDER GJERDRUM, and Defendant SCHNEIDER NATIONAL LEASING, INC. has leased
25 the tractor-trailer to Defendant SCHNEIDER NATIONAL CARRIERS, INC. Defendant
26 SCHNEIDER NATIONAL LEASING, INC. denies that it is a proper party in this action.

27 8. At the time of the incident that is the subject of the Complaint, Defendant
28 SCHNEIDER NATIONAL BULK CARRIERS, INC. was not the employer of Defendant FINN

ALEXANDER GJERDRUM, and Defendant SCHNEIDER NATIONAL BULK CARRIERS, INC. was not an owner or lessee of tractor-trailer. Defendant SCHNEIDER NATIONAL BULK CARRIERS, INC. denies that it is a proper party in this action.

9. On December 15, 2022, Defendant FINN ALEXANDER GJERDRUM was a resident of Nevada, and died on that same day in Fallon, Nevada, as confirmed in a Certificate of Death issued by the Department of Health and Human Services for the State of Nevada.

10. Defendant SCHNEIDER NATIONAL CARRIERS, INC. admits the incident that is the subject of the Complaint is covered by its commercial automobile insurance policy without reservation of rights.

11. Through this Stipulation, the Respective Parties seek a Court Order dismissing Defendants SCHNEIDER NATIONAL LEASING, INC., SCHNEIDER NATIONAL BULK CARRIERS, INC., and FINN ALEXANDER GJERDRUM to promote the efficiency in this litigation.

12. The Respective Parties agree and stipulate that Defendants SCHNEIDER NATIONAL LEASING, INC., SCHNEIDER NATIONAL BULK CARRIERS, INC., and FINN ALEXANDER GJERDRUM shall be dismissed without prejudice.

13. It is further agreed and stipulated between the Respective Parties that Plaintiff is not precluded from moving the Court for leave to amend his Complaint in the future if discovery reveals facts and circumstances that support a cause of action against either Defendant SCHNEIDER NATIONAL LEASING, INC. and Defendant SCHNEIDER NATIONAL BULK CARRIERS, INC.

14. This Stipulation may be signed in counter parts and a facsimile or scanned signature shall have the same force and effect as an original signature. An electronic and/or facsimile copy of this stipulation and the signatures hereto shall carry the same force and effect as the original.

IT IS SO STIPULATED.

Dated: 4-12-24

DRAKE LAW FIRM

26 By: /s/ Benjamin Drake
27 Benjamin Drake
28 Attorneys for Plaintiff
JACK ALLAN WINN, SR.

1 Dated: April 12, 2024

GORDON-CREED, KELLEY,
HOLL, ANGEL & SUGERMAN, LLP

2 By: /s/ Cassandra Angel

3 Cassandra M. Angel
4 Attorneys for Defendants
5 SCHNEIDER NATIONAL CARRIERS, INC.,
6 SCHNEIDER NATIONAL BULK CARRIERS,
7 INC., and SCHNEIDER NATIONAL LEASING,
8 INC.

9 **[PROPOSED] ORDER**

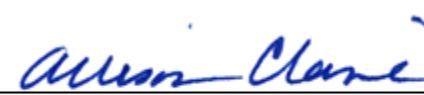
10 Having read and considered the Respective Parties' Stipulation to dismiss Defendants
11 SCHNEIDER NATIONAL LEASING, INC., SCHNEIDER NATIONAL BULK CARRIERS, INC.,
12 and FINN ALEXANDER GJERDRUM without prejudice, and finding good cause, the Court orders as
13 follows:

14 1. Defendants SCHNEIDER NATIONAL LEASING, INC., SCHNEIDER NATIONAL
15 BULK CARRIERS, INC., and FINN ALEXANDER GJERDRUM shall be dismissed without
16 prejudice.

17 2. This Order does not preclude Plaintiff from moving the Court for leave to amend his
18 Complaint in the future if discovery reveals facts and circumstances that support a cause of action
19 against Defendants SCHNEIDER NATIONAL LEASING, INC. and SCHNEIDER NATIONAL
20 BULK CARRIERS, INC.

22 **IT IS SO ORDERED.**

24 DATED: April 15, 2024

25 
ALLISON CLAIRE
26 UNITED STATES MAGISTRATE JUDGE